have been revoked even if such English domicile continued till the wife's death, for by Lord Kingsdown's Act no will is to be held revoked or invalid by reason of any subsequent change of domicile. *In the Goods of Reid*, L. R. 1 P. & D. 74. Even had they married in England without acquiring an English domicile it is probable that there would have been no revocation. In the principal case, however, for a certain period the husband had an English domicile and during that period he married the testatrix. He had at that time submitted himself to the English law, and the English law says that the will of either spouse is revoked by marriage. The decision, therefore, although new upon the facts, is quite in accord with settled principles.

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Bona Fide Pledgees of Warehouse Receipts. — The mere possession of goods is, of course, but uncertain evidence of the possessor's right to sell or pledge them. Where the goods are such as are often bailed for hire, such evidence is slight; where they are such as are seldom possessed except by those having a right to sell or pledge them, and their possession has been honestly obtained, it is well-nigh conclusive. Rights to possession, perhaps improperly, have been regarded by both business men and the courts as entitling their holder to be treated by strangers as one in actual possession. See 10 Harvard Law Review, 57. Where such rights are evidenced, however, by bills of lading or warehouse receipts, business men ordinarily assume that their holder, if he has honestly come by them, is entitled not merely to have possession, but to possession coupled at least with the property of a mortgagee or with authority to sell or pledge. To be sure they often assume the same fact from mere possession of certain classes of goods, but they invariably assume it when such documents of title exist. And if a party advances money, in good faith, on the security of such documents, the business community seems to feel it to be just that he should be protected against an owner who has allowed such evidence of authority to be employed.

The courts, for the last century, have accepted a doctrine which, if properly applied, would recognize this business sense of justice. They have held that where an owner has given another party the apparent right to dispose of goods, or the *indicia* of their ownership, a *bona fide* purchaser or pledgee of such rights should be protected against the owner. By the latter's fault the purchaser was misled, and he should be estopped from affirming his rights. *Pickering* v. *Busk*, 15 East, 38; *Henderson & Co.* v. *Williams*, [1895] 1 Q. B. 521. But in applying this doctrine they have generally regarded bills of lading and warehouse receipts not as *indicia* of title or authority to dispose of the goods, but merely as *indicia* of a right to possession. *Newsom* v. *Thornton*, 6 East, 17, 41; *Burton* v. *Caryea*, 40 Ill. 320. Such a view may formerly have been proper, but at the present day, as these documents are considered by business men as representing a right to dispose of the goods, the courts should recognize the fact, and raise an estoppel against the owner who has intrusted them to another to a third party's disadvantage. In a recent Massachusetts case, the owner of goods, which were in a bonded warehouse, pledged them, and delivered to the pledgee a non-negotiable warehouse receipt. The pledgee in turn pledged the goods for a larger amount to the plaintiff. It was held that the plaintiff's rights were limited to the amount of the first pledge. *Commercial Nat. Bank* v.

*Bemis*, 58 N. E. Rep. 476 (Mass.). The case seems to be in accord with the general authority. *Stollenwerck* v. *Thatcher*, 115 Mass. 224; *Johnson* v. *Credit Lyonnais Co.*, L. R. 3 C. P. D. 32. In a few recent American decisions, however, the opposite, and more logical result has been reached. *Pollard* v. *Reardon*, 65 Fed. Rep. 848; *Miller* v. *Browarsky*, 130 Penn. St. 372.

In applying this doctrine — that an owner who misleads a *bona fide* purchaser or pledgee by giving to another apparent rights of ownership shall be estopped from asserting his rights — the question for the courts to decide is whether they shall refuse to apply it where the purchaser has been misled by bills of lading or negotiable or non-negotiable warehouse receipts, in accord with the majority of previous decisions, or shall hold that since these documents as a matter of fact give apparent authority to dispose of the goods, *bona fide* purchasers of them ought properly to be protected against owners who have placed them in the control of others. It is probable they will follow the former course, and not allow estoppel against the owner in such cases, especially as it is argued that since legislation is gradually caring for the matter, as is the case in Massachusetts, the desired result will thereby be reached without any expansion of the common law. This argument would have much force if it were true that any expansion were necessary; but the result may be attained merely by following the lead of a few American courts in making a proper use of a well-recognized doctrine.

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CONTRACTS COLLATERALLY AIDING ILLEGAL ACTS. — When a contract expressly stipulates that either party shall do or aid in an illegal act, it is invariably held void. When it is an agreement which is proper in itself, but which has a tendency to promote some illegal act by providing the means by which such act may be accomplished, as by selling a house which the vendor knows is to be used as a house of ill-fame, the law is more in doubt. If the vendor actually participates in the illegal act, the contract is void. If the vendor merely knows that the vendee is to do an illegal act, but in no wise participates beyond providing the means, the law in America generally holds the contract valid, unless the act intended is a serious crime. *Tracy* v. *Talmage*, 14 N. Y. 162; *Hubbard* v. *Moore*, 13 Amer. Rep. 128 (La.); *Hanauer* v. *Doane*, 12 Wall. 342. In England, after much doubt, the courts seem to have adopted the view that all such contracts are invalid. *Pearce* v. *Brooks*, L. R. 1 Ex. 213.

In a recent American case, where furniture was provided certain parties, whom the vendor knew intended to use it in a house of ill-fame, under an agreement that they should finally purchase it, but under which the vendor might reclaim before sale, the contract was held void. *Standard Furniture Co.* v. *Van Alstine*, 62 Pac. Rep. 145 (Wash.). The rule regarding contracts for immediate sale, it was said, did not apply, as here the vendor became a mere bailor, and as he, therefore, retained the control of the goods, he participated in the immoral use to which they were put. The case was regarded as analogous to bailments for hire, and as such cases have seldom come before the courts, the decision is interesting. It is difficult to see how a bailor is more truly a participant in the illegal act than a vendor. In both cases the one party merely provides the means by which the other carries out his immoral purpose. The